

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

STEVEN KLEIN, WILLIAM J.  
BROOKSBANK, DONAVON JOHNSON,  
KEVIN BURK, and JOSEPH F. MANNIX,  
individually and on behalf of all others  
similarly,

Case No. 2:08-cv-1369-PMP-PAL

## Plaintiffs,

**FINAL ORDER OF  
DISMISSAL**

FREEDOM STRATEGIC PARTNERS, LLC, JOVAN VERCHEL, JR., KENNETH M. WIDNER, FREEDOM WIRELESS, INC., DOUGLAS V. FOUGNIES, and LARRY L. DAY,

## Defendants.

1       Based on the submissions of the parties in the above-captioned action (the  
2       “Action”), including their oral presentations at the Fairness Hearing, it is hereby  
3       **ORDERED AND DECREED AS FOLLOWS:**

4       1.       This Order incorporates and makes part hereof: (a) the Parties’  
5       Stipulation of Settlement, filed March 26, 2010, including Exhibits A through I  
6       (collectively the “Settlement Agreement”), and (b) the Court’s findings and  
7       conclusions contained in its Order dated April 8, 2010 (“Preliminary Approval  
8       Order”). All defined terms in this Order have the same meanings as in the  
9       Settlement Agreement.

10       2.       The Court has personal jurisdiction over the Settling Parties including  
11       all Class Members. The Court has subject matter jurisdiction over the claims  
12       asserted in the Action including, without limitation, jurisdiction to approve the  
13       Settlement. Venue in this Court is proper.

14       3.       The Class defined in the Settlement Agreement and conditionally  
15       approved in the Court’s Preliminary Approval Order is hereby finally certified for  
16       settlement purposes. The following persons have properly and timely requested  
17       exclusion from the Class in accordance with the terms of the Settlement  
18       Agreement and the Preliminary Approval Order are hereby excluded from the  
19       Class: Ivan Torres.

1       4. The Class Notice served directly by mail on all Persons within the  
2 definition of the Class based on the highly reliable records maintained by the  
3 Defendants:

4               a. constituted the best practicable notice, under the  
5 circumstances;

6               b. constituted notice that was reasonably calculated to  
7 apprise Class Members of the pendency of the Action, their right to object to or  
8 exclude themselves from the proposed Settlement and to appear at the Fairness  
9 Hearing;

10               c. was reasonable and constituted due, adequate and  
11 sufficient notice to all persons entitled to receive notice; and

12               d. met all applicable requirements of the Federal Rules of  
13 Civil Procedure, the United States Constitution, and its Amendments.

14       5. Class Counsel and the Plaintiffs adequately represented the Class for  
15 purposes of entering into and implementing the Settlement.

16       6. The Settlement Agreement is fair, reasonable and adequate, and  
17 consistent and in compliance with the applicable provisions of the United States  
18 Constitution, its Amendments, and the Federal Rules of Civil Procedure, as to, and  
19 in the best interests of, the Class.

20       7. The Plan of Allocation is hereby approved.

1       8. The Settling Parties and their counsel are directed to implement and  
2 consummate the Settlement Agreement according to its terms and provisions.  
3

4       9. The Settlement Agreement is binding on, and has res judicata, claim  
5 preclusive and issue preclusive effect in all pending and future lawsuits or other  
6 proceedings encompassed by the Settlement Agreement and the Release  
7 maintained by or on behalf of Plaintiffs and all other Class Members, as well as  
8 their heirs, executors, beneficiaries, personal representatives, conservators and  
9 administrators, predecessors, successors and assigns.  
10

11       10. On the Effective Date established in the Settlement Agreement, the  
12 Release set forth in the Settlement Agreement, Paragraph 12, forever discharges  
13 the Released Parties from any claims or liabilities arising from or related to the  
14 Released Claims as to any Class Member.  
15

16       11. All Class Members and/or their representatives who have not been  
17 excluded from the Class are permanently barred and enjoined from bringing, filing,  
18 commencing, prosecuting, maintaining, intervening in, participating in (as class  
19 members or otherwise), or receiving any benefits from any other lawsuit (including  
20 putative class action lawsuits), arbitration, administrative, regulatory, or other  
21 proceeding, order, or cause of action in law or equity in any jurisdiction that arises  
22 from or is related to the Released Claims.  
23

24       12. All Class Members and all persons in active concert or participation  
25 with Class Members are permanently barred and enjoined from organizing Class  
26

1 Members who have not been excluded from the Class into a separate class for  
2 purposes of pursuing, as a purported class action, any lawsuit (including by  
3 seeking to amend a pending complaint to include class allegations, or seeking class  
4 certification in a pending action) based on or relating to the claims, causes of  
5 action, or the facts alleged in the Action or the Released Claims.

7       13. The Settling Parties are authorized, without further approval from the  
8 Court, to agree to and adopt such amendments, modifications, and expansions of  
9 this Settlement that are consistent with the Order of Dismissal, and do not limit the  
10 rights of Class Members under the Settlement Agreement.

13       14. Class Counsel are hereby awarded attorneys fees and expenses in the  
14 combined amount of \$3,250,000.00. This amount covers any and all claims for  
15 attorneys' fees and expenses incurred by any and all counsel for Plaintiffs and the  
16 Class in connection with the settlement of the Action. Such payment is to be made  
17 to Class Counsel (Bonnett, Fairbourn, Friedman & Balint, P.C. and Tiffany &  
18 Bosco, PA) from the Settlement Fund on the Effective Date. Bonnett, Fairbourn,  
19 Friedman & Balint, P.C. and Tiffany & Bosco, PA, in their sole discretion, are to  
20 allocate and distribute the Class Counsel Payment among all counsel for the  
21 Plaintiffs.

25       15. The Court awards each person current and former named Plaintiff  
26 who was deposed in this action \$7,500.00 as a service award reflecting their  
27 personal time and effort committed to the prosecution of the Action, inuring to the  
28

1 benefit of the entire Class. The service awards are to be paid from the Settlement  
2 Fund on the Effective Date.

3       16. The Court awards the Defendants, in reimbursement for the cost of  
4 providing notice to the Class, the amount of \$4,119.90, to be paid from the  
5 Settlement Fund on the Effective Date.

6       17. Without affecting the finality of the Order of Dismissal for purposes  
7 of appeal, the Court retains jurisdiction over the Action and over each and all of  
8 the Settling Parties as to all matters relating to administration, consummation,  
9 performance, enforcement, and interpretation of the Agreement and the Order of  
10 Dismissal, any Separate Settlement Obligation, and for any other matter arising  
11 under the Settlement Agreement.

12       18. Neither this Order, nor the Settlement Agreement, nor any other  
13 document referred to herein or therein, nor any action taken to carry out this Order  
14 is, may be construed as, or may be used as an admission or concession by or  
15 against any of the Settling Parties of the validity of any claim or any actual or  
16 potential fault, wrongdoing or liability whatsoever. Entering into or carrying out  
17 the Settlement Agreement, and any negotiations or proceedings relating to it, is not  
18 in any event be construed as, or deemed evidence of, an admission or concession  
19 as to any denial or defense, and may not be offered or received in evidence in any  
20 action or proceeding against any party hereto in any court, administrative agency  
21 or other tribunal for any purpose whatsoever, except as evidence of the Settlement  
22  
23  
24  
25  
26  
27  
28

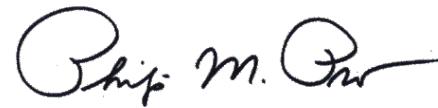
1 or to enforce the provisions of this Judgment and the Settlement Agreement;  
2 provided however, this Order and the Settlement Agreement may be filed in any  
3 action against or by any Released Party to support a defense of res judicata,  
4 collateral estoppel, release, waiver, good-faith settlement, judgment bar or  
5 reduction, full faith and credit, or any other theory of claim preclusion, issue  
6 preclusion or similar defense or counterclaim to the extent allowed by law.  
7

9 19. All of the claims asserted in this Action, and those that could have  
10 been asserted, are hereby dismissed on the merits and with prejudice, without fees  
11 or costs to any party except as otherwise provided in the Settlement Agreement or  
12 this Order.

14 20. This Order resolves all claims and counterclaims in the Action and is  
15 a final, appealable order.  
16

17 Let this Order Be Entered Accordingly.  
18

19 SO ORDERED this \_\_\_\_ 6th day of July, 2010.  
20

21   
22

23 Honorable Philip M. Pro  
24 United States District Court Judge  
25  
26  
27  
28